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Attorneys for Plaintiffs
PAUL RATAJESAK and DAVID JOHNSON,
Individually and on behalf of all others similarly
situated

[Additional counsel listed on following page]

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

PAUL RATAJESAK, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

NEW PRIME, INC., a Nebraska
corporation; and DOES 1 through 25,

Defendants.

DAVID JOHNSON, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

NEW PRIME, INC., a Nebraska
corporation; and DOES 1 through 25,

Defendants.

2:18-cv-09396-DOC (AGRx)

**STIPULATED ORDER OF
DISMISSAL WITH
PREJUDICE [43]**

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23 Attorneys for Defendant NEW PRIME, INC.
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1 In accordance with Federal Rule of Civil Procedure 41(a)(1)(A)(ii), Plaintiffs
2 Paul Ratajesak and David Johnson (collectively, the “Plaintiffs”) and Defendant New
3 Prime, Inc. (“New Prime”) hereby stipulate as follows:

4 The parties have entered into a settlement agreement to resolve this consolidated
5 action. Plaintiffs therefore agree to dismiss with prejudice his claims against New
6 Prime in the above-captioned case. The parties acknowledge that this stipulation is not
7 intended to affect the rights of third parties, including other members of the putative
8 class.

9 According to Rule 41(a)(1)(A)(ii), therefore, this stipulation of dismissal signed
10 by all parties who have appeared, constitutes the voluntary dismissal WITH
11 PREJUDICE of this consolidated action without need of further Court order.

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13 Dated: June 19, 2019

14 GARTENBERG GELFAND HAYTON LLP

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16 By: /s/ Aaron C. Gundzik
17 Aaron C. Gundzik

18 Attorneys for Plaintiffs
19 PAUL RATAJESAK and DAVID JOHNSON

20 Dated: June 19, 2019

21 LEBE LAW
22 A PROFESSIONAL LAW CORPORATION

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24 By: /s/ Jonathan M. Lebe
Jonathan M. Lebe

25 Attorneys for Plaintiffs
26 PAUL RATAJESAK and DAVID JOHNSON
27
28

1 Dated: June19, 2019

2 GIBSON, DUNN & CRUTCHER LLP

3
4 By: /s/ Michele L. Maryott
5 Michele L. Maryott

6 Attorneys for Defendant
7 NEW PRIME, INC.

8 **ATTESTATION**

9 Pursuant to L.R. 5-4.3.4, Aaron C. Gundzik hereby attests that all other
10 signatories listed, and on whose behalf the filing is submitted, concur in the filing's
11 content and have authorized the filing.

12 /s/ Aaron C. Gundzik
13 Aaron C. Gundzik

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16 SO ORDERED.

17 Dated: June 19, 2019

18 David O. Carter
19 DAVID O. CARTER
20 U.S. District Judge
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